

Credit application guide

This guide has been developed to help you complete our credit application form.

When completing the form please print in capitals and write clearly, ensuring that all areas are fully completed.

Please note that we require 3-5 working days to verify references and process your application to open an account with Fletcher Concrete and Infrastructure Limited (trading as Winstone Aggregates). If the application is not fully complete then it may be rejected.

If you need assistance to complete the application please contact:

DAVEN BHIKHA
Credit Manager
phone: 09 5259316
email: daven.bhikha@winstoneaggregates.co.nz

If your application is accepted, we will advise you in writing and provide you with our bank account details for future payment of the account.

If your application is urgent please contact the Credit Manager.

NAME AND ADDRESS OF SOLE TRADER / DIRECTOR / PARTNERS

State in full: This information is required when a trade reference is obtained and credit checks are done.

TRADE REFERENCE

Please state the name of a person/company you have a credit history with. (For example, electrician, plumber or other supply companies.) It is best that you list your larger creditors.

If you are unable to furnish us with Trade References, Bank References are required.

CREDIT LIMIT REQUESTED

This is for the amount of credit you are applying for.

ACCEPTANCE OF CREDIT ACCOUNT CONDITIONS AND PRIVACY ACT CLAUSES

This area is to be completed in full and signed by all directors (where the applicant is a company) or all partners (where the applicant is a partnership).

CONDITIONS OF SUPPLY

Please read and ensure you understand all Conditions of Supply and initial each page.

PLEASE NOTE

Winstone Aggregates must receive the original signed application form before your credit application will be considered.

Please return the completed application to: Winstone Aggregates, Attention Credit Manager, PO Box 17195 Greenlane, Auckland 1546

Application for Credit Account

CREDIT ACCOUNT APPLICATION / ACCEPTANCE

For payment on the 20th day of the month following supply.

Please ensure that all details are completed so that there is no delay in processing this application. If your application is accepted, Winstone Aggregates will confirm acceptance of this application in writing, by completing and returning the Check List section at the end of this form.

PLEASE TICK TO INDICATE IN WHAT CAPACITY YOU ARE APPLYING FOR CREDIT:

- Individual / Sole Trader (Complete Sections 1, 2, 5, 6, 7, 8.)
 Partnership (Complete Sections 1, 3, 5, 6, 7, 8.)
 Limited Company (Complete Sections 1, 4, 5, 6, 7, 8.)

SECTION 1: APPLICANT DETAILS (all applicants to complete)

APPLICANT NAME (in full).....
 TRADING NAME (if different).....
 Postal address.....
 Street address.....
 Telephone..... Fax.....
 CONTACT NAMES: DIRECT LINE: EMAIL: MOBILE:
 Accounts.....
 Purchasing.....
 LAST TWO PREVIOUS ADDRESSES (if applicable).....
 1.....
 2.....
 BANK..... Branch..... Account No.....
 SOLICITOR..... Address.....
 CREDIT LIMITED REQUESTED.....
 FROM WHAT SOURCE OF FUNDING DO YOU INTEND PAYMENT OF YOUR ACCOUNT TO BE MADE?
 Own Funds Bank Borrowing Income Other (please specify)
 WHAT IS YOUR MAIN BUSINESS ACTIVITY?.....

SECTION 2: INDIVIDUAL / SOLE TRADER

DATE OF BIRTH..... OCCUPATION.....
 Spouse's name (if applicable)..... Spouse's occupation (if applicable).....
 INCOME Less than \$30,000 \$30,001 - 40,000 Over \$40,000
 OTHER ANNUAL INCOME RECEIVED FROM:
 Spouse Pension Investments Other
 TOTAL OTHER ANNUAL INCOME.....
 DO YOU OWN YOUR OWN HOME? Yes No
 IS IT MORTGAGED? Yes No
 If yes, what is the amount of mortgage? \$.....
 If the address of this home is different from that stated in Section 1, please provide.....
 Type of business (if self employed).....
 Goods will be used for: Business use Personal use

SECTION 3: PARTNERSHIP

NAME AND ADDRESS OF PARTNERS (If there is insufficient room, please attach a schedule):

NAME:	ADDRESS:	TELEPHONE	SHARE IN PARTNERSHIP (%)
1.....
2.....
3.....

Date partnership commenced..... Type of business or purpose of partnership.....
 Present net asset value \$.....
 NET ANNUAL INCOME AFTER TAX (most recent annual accounts maximum 12 months old) \$.....

SECTION 4: COMPANY

COMPANY NUMBER..... DATE OF REGISTRATION.....
 Address of registered office.....
 Type of business.....
 Is this a limited liability company? Yes No
 NAME AND ADDRESS OF CURRENT DIRECTORS (If there is insufficient room, please attach a schedule):

NAME:	ADDRESS:	IS THE DIRECTOR A SHAREHOLDER?	NO. OF SHARES HELD	DATE OF BIRTH
1.....	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.....	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.....	<input type="checkbox"/> Yes <input type="checkbox"/> No

What is the present value of shareholders' equity? \$.....
 NET ANNUAL INCOME AFTER TAX (most recent annual accounts maximum 12 months old) \$.....

SECTION 5: CREDIT REFERENCES

Please supply details of businesses with whom you operate or have operated a trading account. (Please do not include credit card companies or utility companies (ie telephone, power, gas)).

SUPPLIER	TELEPHONE NUMBER	AVERAGE SPEND / MONTH	ACCOUNT NUMBER
1.....
2.....
3.....

Have you previously operated a trading account with Winstone Aggregates? Yes No

If Yes, please complete the following:

ACCOUNT NAME..... DATE ACCOUNT LAST USED (if known).....

Have proceedings for the recovery of debt, bankruptcy or insolvency ever been brought against you, the company, owners, partners or directors? Yes No

If Yes, please provide details.....

SECTION 6: CUSTOMER ACCEPTANCE AND PRIVACY ACT 1993

I/We

- (a) confirm that the information provided in connection with this credit application is in all respects true, complete and up to date and I/we will immediately inform Winstone Aggregates in writing if at any time this is not the case;
- (b) have read and agree to be bound by all terms and conditions contained herein, including the attached Conditions of Supply (as varied by Winstone Aggregates in its sole discretion from time to time) (**Terms**);
- (c) confirm that no information has been withheld of which Winstone Aggregates should be aware in considering this application for credit;
- (d) authorise Winstone Aggregates and other business units in the Fletcher Building group of companies to collect from me/us or any third parties (including, without limitation, credit reporters and other credit providers), hold and use, any "personal information" (as that term is defined in the Privacy Act 1993) including without limitation the information in this form and any other information collected in the course of my dealings with Winstone Aggregates, and for a reasonable period thereafter, in relation to my/our identity, credit history or creditworthiness, for the following purposes:
 - (i) making a credit decision in relation to the applicant set out in section 1 (**Applicant**),
 - (ii) in relation to any default by the Applicant under its credit arrangements with Winstone Aggregates, or any other related purposes;
 - (iii) in relation to the enforcement or attempted enforcement of the Terms;
 - (iv) distribution to the Applicant of promotional material and information about the goods and services supplied by Winstone Aggregates; and
 - (v) generally for the purpose of doing business with the Applicant (**Credit Purposes**);
- (e) authorise Winstone Aggregates to hold such information for such period as Winstone Aggregates provides credit to the Applicant (**Credit Period**);
- (f) authorise each third party referred to above to disclose the information referred to above (**Information**) to Winstone Aggregates and other third parties (including, without limitation, customers of credit reporting agencies) and agree that Winstone Aggregates may produce this authority to any such third party as evidence of my/our consent;
- (g) authorise Winstone Aggregates to disclose any Information during the Credit Period to credit providers, debt collectors, credit reporters or any other third parties in connection with Credit Purposes, including, without limitation:
 - (i) for the purposes of confirming the Information and/or creating a credit profile for the Applicant; and
 - (ii) for collating with any other information about me/us from other sources and/or to create a credit score in respect of the Applicant;
- (h) acknowledge that I/we have a right of access to, and correction of, all personal information regarding me/us held by Winstone Aggregates;
 - (i) acknowledge that if not all of the requested information is provided, the Applicant may not be able to open a credit account with Winstone Aggregates; and
 - (j) acknowledge that Fletcher Concrete and Infrastructure Limited (via its Winstone Aggregates division), having its registered office at 810 Great South Road, Penrose, Auckland) is the agency that is collecting and will hold the Information (subject to the rights of third parties to receive and hold the Information, as set out above).

SIGNED BY THE APPLICANT(S) (where the Applicant is a company or partnership each partner or director must sign - attach additional signing page if more than two):

SIGNED by	SIGNED by
.....
Name.....	Name.....
Position.....	Position.....
In the presence of (signature).....	Occupation of Witness.....
Full name of Witness.....	Address of Witness.....
Dated this..... day of.....	

initial

SECTION 7: PERSONAL GUARANTEE AND INDEMNITY

Made on..... day of.....

TO: WINSTONE AGGREGATES, a division of Fletcher Concrete and Infrastructure Limited, **(Winstone Aggregates)**
having its registered office at Auckland.

RE: (Customer's name)..... of
(Address)..... **(the Customer)**

FROM: (Guarantor's name)..... of
(Address)..... **(the Guarantor)**

(Guarantor's name - if more than one)..... of
(Address)..... **(the Guarantor)**

IN CONSIDERATION of Winstone Aggregates supplying to the customer at the Guarantor's request, goods and/or services on the terms and conditions set out in the credit account application the Guarantor together with the Guarantor's successors and personal representatives **GUARANTEES** the due and punctual payment of all monies owing from time to time by the customer to Winstone Aggregates **(Money Owing)** and **AGREES** that:

- (a) if for any reason, the Customer does not pay any Money Owing when due the Guarantor will pay to Winstone Aggregates the overdue amount on demand;
- (b) as a separate obligation, the Guarantor indemnifies Winstone Aggregates, on demand, against all claims made against Winstone Aggregates and/or any costs or losses incurred by Winstone Aggregates if, for any reason whatsoever, Winstone Aggregates is unable to recover any Money Owing from either the Customer or the Guarantor even if those claims, costs or losses are avoided by law;
- (c) the Guarantor indemnifies Winstone Aggregates against all costs and expenses which are either incurred in or incidental to the enforcement of this deed (including legal fees on a full indemnity basis);
- (d) without in any way affecting the Customer's obligations to Winstone Aggregates, the Guarantor's liability under this deed is to be construed as if the Guarantor is the sole principal debtor for the Money Owing. The Guarantor's liability is unconditional and irrevocable and will remain in force until the Money Owing has been paid in full. The Guarantor's liability will not be discharged or affected by anything whatsoever (including any act which would affect, limit or release one liable as surety only) which, but for this clause, might otherwise discharge or affect the Guarantor's obligations under this deed. This includes, but is not limited to, any guarantee being given by another person or company in relation to the Money Owing;
- (e) this guarantee and indemnity shall be a continuing guarantee and indemnity and shall not be satisfied or discharged if the Customer's account at any time or times comes into nil or credit balance or on the winding up, liquidation, dissolution, death or bankruptcy or any disclaimer by any liquidator of the Customer and/or the Guarantor but shall continue in full force and effect; and
- (f) If the Guarantor is an individual, the provisions of section 6 relating to the Privacy Act 1993 also apply to the Guarantor.

EXECUTED AND DELIVERED AS A DEED

SIGNED by the Guarantor
Signature of Witness.....
Name of Witness.....
Occupation of Witness.....

In the presence of: Address of Witness.....

SIGNED by the Guarantor (if more than one)
Signature of Witness.....
Name of Witness.....
Occupation of Witness.....

In the presence of: Address of Witness.....

If the Guarantor is a company, this Guarantee must be signed by two directors of the company or, if the company has only one director, by that director whose signature must be witnessed.

Conditions of Supply

1. MASTER AGREEMENT

- 1.1 The parties agree that these conditions of supply will apply to all aggregate ("goods") supplied by Winstone Aggregates, a division of Fletcher Concrete and Infrastructure Limited ("the Company") to the customer in the future.
- 1.2 The customer acknowledges that the goods supplied to it by the Company are inventory.
- 1.3 The Company may amend these conditions of supply from time to time by notice in writing to the customer.

2. PRICES AND QUOTATIONS

- 2.1 Where a quotation is made it may be withdrawn at any time but if not withdrawn becomes null and void unless the customer's written acceptance is received within thirty (30) days of the date of the quotation.
- 2.2 Prices quoted are based on rates and charges ruling at the date of quotation unless otherwise specified. Winstone Aggregates Limited ("the Company") reserves the right to pass on to the customer all or any increases in rates and charges incurred by the Company whatsoever that occur between the time the price is quoted and the time of delivery.
- 2.3 Prices quoted are ex quarry unless otherwise specified.
- 2.4 The provision by the Company of a quote shall in no way be construed as a readiness to extend credit.

3. DELIVERY

- 3.1 Where the Company does not undertake delivery, risk in the goods passes to the customer at the time possession is given to the first carrier.
- 3.2 Where the Company does undertake delivery:
 - 3.2.1 The Company is not a common carrier and does not undertake the obligations or liabilities of a common carrier.
 - 3.2.2 The Company shall use its best endeavours to ensure that any delivery day or date provided to the customer are adhered to provided that the Company shall not be liable for failure to deliver on the estimated day or dates where such failure is due, or caused or contributed to by events or circumstances beyond the Company's control.
 - 3.2.3 Where the Company has agreed to leave a public road or street in order to effect delivery of goods then:
 - (a) When in the opinion of the Company's representative there is not sufficient and suitable means of access to the delivery point it shall be the customer's responsibility to provide such sufficient and suitable means of access, and the customer shall be liable for and reimburse the Company for all costs, damages and expenses incurred if the customer fails to provide such sufficient and suitable means of access.
 - (b) The final decision on entry onto any site will be at the option and discretion of the Company's representative. Failure to deliver pursuant to this clause will not be deemed to be a breach of contract by the Company.
 - 3.2.4 The Company shall not be liable for any damage to the goods or other property where such damage could not have reasonably foreseen by the Company's representative prior to such damage occurring.
 - 3.2.5 Normally hourly truck hire rates may (at the Company's option) be charged for excessive waiting times and delays caused by the customer or his client.

4. PAYMENT

- 4.1 Unless the Company expressly agrees to payment being made in accordance with Clause 4.3, all sales shall be cash sales.
- 4.2 Under no circumstances shall the customer be entitled to make any form of retention from any monies due to the Company.
- 4.3 Where the Company agrees to a sale not being a cash sale in terms of Clause 4.1 payment by the customer shall be made no later than the 20th day of the month following the month of purchase.
- 4.4 Where payment is not made in accordance with Clauses 4.1 or 4.3 as the case may require the customer agrees to pay to the Company as a result of non-payment:
 - (a) Interest will apply at the rate of twenty percent (20%) per annum on all overdue amounts from the date of default (ie. when payment becomes overdue) until payment in full on all monies overdue; and
 - (b) All costs and expenses (including all legal fees and disbursements) as charged to the Company incurred by the Company in relation to obtaining or seeking to obtain remedy of default in payment by the customer.
- 4.5 All payments by the customer shall be applied first in reduction of interest and costs due pursuant to Clause 4.4, the balance (if any) then being in reduction of any amounts due under Clause 4.3.

5. SECURITY

- 5.1 Risk in the goods supplied shall pass when the goods are delivered into the possession of the customer or into custody on the customer's behalf.
- 5.2 The customer grants a purchase money security interest to the Company in the goods supplied to the customer by the Company.
- 5.3 The customer also grants to the Company a general security interest in all the present and after acquired goods for any indebtedness it has to the Company.
- 5.4 The Company may allocate payment of indebtedness for any debt to any instalment of goods provided to the customer as it sees fit.

- 5.5 In default of payment in full or on the due date:
- (a) The Company shall have the right immediately to repossess and remove the goods for the purpose of resale without prejudice to any of its other rights under these conditions of supply or otherwise, and the customer hereby irrevocable authorises the Company to enter any premises where the goods may be for such purpose.
- (b) Any proceeds of sale of goods supplied to the customer by the Company shall be held in trust for the Company separately from any other monies.
- (c) If any goods provided to the customer by the Company become commingled with other goods to form a product or mass, then the Company is entitled to the goods or value of the goods, on the day it was commingled.
- 5.6 The customer acknowledges that goods have been provided to it by the Company on credit and acknowledges that the Company has a security interest in the goods provided by it to the customer.
6. LIABILITY
- 6.1 The liability of the Company for any loss, damage or injury arising directly or indirectly from any defect in or non-compliance of the goods or any other breach of the Company's obligations hereunder, shall not exceed any amount equivalent to the price paid by the customer for the goods supplied.
- 6.2 The Company accepts no liability for any loss, damage or injury whatsoever unless it is notified as to any claim within fourteen (14) days from the date upon which the risk in the goods would be deemed to pass to the customer pursuant to these conditions of supply.
7. STORAGE
- 7.1 Electronic Storage. Except as expressly authorised by law, the customer shall have no right or title to material stored by the Company on discs or any other electronic form of storage, but if the Company agrees to duplicate or transfer stored electronic material to the customer, the Company shall have the right to charge for these services.
8. CUSTOMER'S PROPERTY
- 8.1 Customer's property and all property supplied to the Company by or on behalf of the customer will be held at the customer's risk.
9. REMEDIES
- 9.1 The Company and the customer both agree to contract out of Part 9 of the Personal Property Securities Act 1999, to the extent permitted by law, and agree that the following remedies will apply in the event of default.
- 9.2 If the customer does not make payment in full to the Company on the due date, or if the customer ceases trading or is in the Company's reasonable opinion unable to pay its debts when due, or a receiver or liquidator of the customer's assets is appointed, or the customer becomes bankrupt or enters into an arrangement or composition with its creditors then:
- (a) The right of the customer or any agent of the customer to possession of the goods supplied by the Company (in respect of which the Company has not received payment (in full) and any right to sell or dispose of such goods shall immediately and without the necessity of any notice terminate; and
- (b) The Company, its employees and agents may at any time enter onto any premises where the goods are, in order to inspect, take possession of and remove the goods. The customer will indemnify and hold harmless the Company, its employees and agents in respect of any expenses, loss or damage (including loss or damage to third parties) in respect of the exercise or attempted exercise of the Company's rights and powers stated in this clause 9; and
- (c) The Company may decline at any time to make any further deliveries to the customer and may require payment in cash or satisfactory security before delivery of any further order.
- 9.3 The Company reserves the right at any time to deliver on a cash basis only.
10. VARIATION
- 10.1 The stated conditions of supply may be varied by notice in writing by the Company.
11. NOTICES
- 11.1 Any notices to the customer may be given by posting the notice to the customer's last known postal address, or faxing it to the customer's last known facsimile number, or by e-mail message sent to the customer's last known e-mail address.
- 11.2 The customer waives the right to receive a copy of the verification statement confirming registration of a financing statement relating to the security created by clause 5 herein.
12. CHANGE OF DETAILS
- 12.1 The customer must notify the Company of any change in any of the details provided by it on the Credit Account Application/ Acceptance within 7 days of such change occurring.
13. SCOPE
- 13.1 Notwithstanding any terms of trade of the customer, the Company agrees to supply only on the basis that these terms and only these terms apply.
14. GENERAL
- 14.1 An account not traded for two years will automatically be closed. A new application form will be required to resume trading.
- 14.2 Dockets are issued at point of sale for all transactions. These dockets will only be reprinted for up to one year and a charge will be incurred.

Check list

Please check that you have completed all the required sections of this form:

INDIVIDUAL / SOLE TRADER	PARTNERSHIP	LIMITED COMPANY	OFFICE USE
(Complete Sections 1, 2, 5, 6, 7.)	(Complete Sections 1, 3, 5, 6, 7.)	(Complete Sections 1, 4, 5, 6, 7.)	<input type="checkbox"/>
<input type="checkbox"/> Credit references	<input type="checkbox"/> Credit references	<input type="checkbox"/> Credit references	<input type="checkbox"/>
<input type="checkbox"/> Customer acceptance	<input type="checkbox"/> Customer acceptance	<input type="checkbox"/> Customer acceptance	<input type="checkbox"/>
<input type="checkbox"/> Personal guarantee / indemnity	<input type="checkbox"/> Personal guarantee / indemnity	<input type="checkbox"/> Personal guarantee / indemnity	<input type="checkbox"/>
<input type="checkbox"/> Conditions of supply	<input type="checkbox"/> Conditions of supply	<input type="checkbox"/> Conditions of supply	<input type="checkbox"/>

On completion of this form, please post to:

Winstone Aggregates
 PO Box 17195
 Greenlane
 AUCKLAND 1546

Attention: Credit Manager